

**Connell Foley LLP**

One Newark Center  
1085 Raymond Boulevard, 19<sup>th</sup> Floor  
Newark, New Jersey 07102  
(973) 436-5800  
Attorneys for Plaintiff, Barnabas Health, Inc.  
d/b/a RWJBH Corporate Services Inc.

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

BARNABAS HEALTH, INC. D/B/A RWJBH  
CORPORATE SERVICES INC.,

Plaintiff,

v.

TOUCHSTONE TECHNOLOGY  
CONSULTING OPS. INC. D/B/A  
TOUCHSTONE HEALTHCARE  
SOLUTIONS; BRIAN W. MEAD; JOHN  
DOES 1-10 (names being fictitious for  
individuals whose identities are currently  
unknown); and ABC ENTITIES 1-10 (names  
being fictitious for individuals whose identities  
are currently unknown),

Defendants.

Civil Action No. 21-cv-12508-JMV-AME

**PLAINTIFF BARNABAS HEALTH, INC.  
D/B/A RWJBH CORPORATE SERVICES  
INC.'S ANSWER TO DEFENDANT  
TOUCHSTONE TECHNOLOGY  
CONSULTING OPS. INC. D/B/A  
TOUCHSTONE HEALTHCARE  
SOLUTIONS AND BRIAN W. MEAD'S  
COUNTERCLAIM**

Plaintiff, Barnabas Health, Inc. d/b/a RWJBH Corporate Services Inc. ("RWJBH"), submits the following by way of answer to the counterclaim set forth by Defendant Touchstone Technology Consulting Ops. Inc. d/b/a Touchstone Healthcare Solutions and Brian W. Mead (collectively "Defendants"):

**COUNTERCLAIM**

1. RWJBH restates and incorporates by reference the allegations contained in RWJBH's Complaint. Otherwise, denied.

2. RWJBH lacks sufficient information to admit or deny the allegations contained in paragraph 2 of the Counterclaim and leaves Defendants to their proofs. RWJBH admits that that COVID-19 is a coronavirus. Otherwise, denied.

3. RWJBH admits the allegations contained in paragraph 3 of the Counterclaim.

4. RWJBH admits the allegations contained in paragraph 4 of the Counterclaim.

5. RWJBH admits the allegations contained in paragraph 5 of the Counterclaim.

6. RWJBH lacks sufficient information to admit or deny the allegations contained in paragraph 6 of the Counterclaim and leaves Defendants to their proofs. RWJBH admits that demand for isolation gowns increased after the emergence of COVID-19. Otherwise, denied.

7. RWJBH neither admits nor denies the allegations contained in paragraph 7 to the Counterclaim as the Purchase Agreement speaks for itself.

8. RWJBH admits that it made a payment in the amount of \$1,375,000.00 to Defendants. Otherwise, denied.

9. RWJBH lacks sufficient information to admit or deny the allegations contained in paragraph 9 of the Counterclaim and leaves Defendants to their proofs.

10. RWJBH lacks sufficient information to admit or deny the allegations contained in paragraph 10 of the Counterclaim and leaves Defendants to their proofs.

11. RWJBH lacks sufficient information to admit or deny the allegations contained in paragraph 11 of the Counterclaim and leaves Defendants to their proofs.

12. RWJBH lacks sufficient information to admit or deny the allegations contained in paragraph 12 of the Counterclaim and leaves Defendants to their proofs.

13. RWJBH lacks sufficient information to admit or deny the allegations contained in paragraph 13 of the Counterclaim and leaves Defendants to their proofs.

14. RWJBH lacks sufficient information to admit or deny the allegations contained in paragraph 14 of the Counterclaim and leaves Defendants to their proofs.

15. RWJBH denies that a compliant partial quantity of isolation gowns was delivered to RWJBH.

**COUNT ONE**  
**(BREACH OF CONTRACT)**

16. RWJBH restates and incorporates by reference its answers to Paragraphs 1 through 15 above.

17. RWJBH neither admits nor denies the allegations contained in paragraph 17 to the Counterclaim as the Purchase Agreement speaks for itself.

18. RWJBH neither admits nor denies the allegations contained in paragraph 18 to the Counterclaim as the Purchase Agreement speaks for itself.

19. RWJBH denies the allegations contained in paragraph 19 of the Counterclaim.

20. RWJBH denies the allegations contained in paragraph 20 of the Counterclaim.

**WHEREFORE,** RWJBH respectfully requests the Court enter judgment in its favor on Count One of Defendants' Counterclaim and award RWJBH any other relief the Court deems equitable, just or appropriate.

**COUNT TWO**  
**(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)**

21. RWJBH restates and incorporates by reference its answers to Paragraphs 1 through 20 above.

22. RWJBH neither admits nor denies the allegations contained in Paragraph 22 of the Counterclaim since they contain conclusions of law for which no response is required.

23. RWJBH denies the allegations contained in paragraph 23 of the Counterclaim.

24. RWJBH denies the allegations contained in paragraph 24 of the Counterclaim.

**WHEREFORE**, RWJBH respectfully requests the Court enter judgment in its favor on Count Two of Defendants' Counterclaim and award RWJBH any other relief the Court deems equitable, just or appropriate.

**SEPARATE DEFENSES**

**FIRST SEPARATE DEFENSE**

Defendants' Counterclaim fails to state a cause of action against Plaintiff upon which relief can be granted.

**SECOND SEPARATE DEFENSE**

Defendants failed to present a justifiable case or controversy.

**THIRD SEPARATE DEFENSE**

The alleged damages, if any, about which Defendants complain were not proximately caused by any authorized actions by Plaintiff and/or their employees, agents, servants or representatives.

**FOURTH SEPARATE DEFENSE**

Defendants' alleged damages, if any, were caused by third parties over whom Plaintiff had no control.

**FIFTH SEPARATE DEFENSE**

Plaintiff breached no duty owed or owing to Defendants at all relevant times.

**SIXTH SEPARATE DEFENSE**

Defendants have wrongfully failed to mitigate their damages as required by law.

**SEVENTH SEPARATE DEFENSE**

Defendants' own wrongful conduct, negligence, and/or breach of contract or other legal duties bar Defendants' claims for relief against Plaintiff as a matter of law.

**EIGHTH SEPARATE DEFENSE**

Plaintiff acted in good faith at all times.

**NINTH SEPARATE DEFENSE**

Plaintiff acted reasonably, proper, and within the scope of its authority.

**TENTH SEPARATE DEFENSE**

Plaintiff complied with its legal and contractual obligations.

**ELEVENTH SEPARATE DEFENSE**

Defendants' claims are barred by the doctrines of waiver, collateral estoppel, and laches.

**TWELFTH SEPARATE DEFENSE**

Defendants' claims are barred by the doctrine of accord and satisfaction, and as a result, Defendants are estopped from raising any claims against Plaintiff.

**THIRTEENTH SEPARATE DEFENSE**

Defendants have no right to prejudgment interest under common and statutory law.

**FOURTEENTH SEPARATE DEFENSE**

Plaintiff reserves the right to assert additional affirmative defenses in avoidance of matters, as additional discovery and investigation may reveal.

**CONNELL FOLEY LLP**  
Attorneys for Defendant,  
Barnabas Health, Inc.  
d/b/a RWJBH Corporate Services Inc.

By: s/ John Lacey  
John P. Lacey

Dated: 09/09/21